

**APPENDIX**

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**ORDER OF THE UNITED STATES COURT  
OF CLAIMS**

(Dated September 3, 1982)

No. 483-81C

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**IN THE UNITED STATES COURT OF CLAIMS**

**TERRENCE A. DeCRANE and STANLEY N. RADISH**

**v.**

**THE UNITED STATES**

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Government contracts; enlistment agreements are contracts within the court's Tucker Act jurisdiction; allegation by former servicemen that they were induced to reenlist by promises of recruiter they would receive more training than enlistment agreement specified does not state valid claim for breach of contract.

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Before Friedman, *Chief Judge*, Nichols and Smith,  
*Judges*.

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**ORDER**

The plaintiffs, former servicemen, seek damages based upon the government's alleged failure to give them the technical training they assert was promised them when they reenlisted in the Army. The government has moved for summary judgment on the alternative grounds that we have no jurisdiction over the claim and that the plaintiffs have not stated a claim upon which relief may be granted. We hold that we have jurisdiction but that the

plaintiffs have not stated a valid claim for relief. We therefore grant the motion for summary judgment.

### I.

While serving in the Army, both plaintiffs signed reenlistment agreements. Those agreements provided that the plaintiffs would be trained in military occupational specialty (MOS) 91C10, clinical specialist. The agreements stated that the only promises made to the enlistees were those expressly provided in the agreements. DeCrane's agreement stated that "any other promises not contained [in the agreement] made by any person are not effective and will not be honored." Radish's agreement stated that "[a]ny other promise, representation, or commitment made [by the government] to me in connection with my enlistment is written below in my own handwriting, or is hereby waived (if none, write 'None')." That statement is followed by the handwritten word "None," and initials, "S.N.R."

DeCrane and Radish were assigned for training in MOS 91C10. That course lasts 112 days and is designed to train "clinical specialists" to perform nursing duties at the lowest skill level. There are other courses (e.g., 91C20) that are longer and designed to provide the trainee with a higher level of skill.

After learning they were receiving abbreviated training at the lowest skill level, the plaintiffs complained that they had been misled. They asserted (and continue

to do so here) that the recruiter told them, and that they understood, that the training they would receive was more extensive and would qualify them as state-licensed practical nurses. The plaintiffs requested, and subsequently received, discharges from the Army because of the misunderstanding.

## II.

A. In at least three prior cases we have rejected the government's argument that we have no jurisdiction over a suit claiming that the government breached an enlistment contract because it failed to provide the training it allegedly promised the serviceman he would receive. *Grulke v. United States*, Ct. Cl. No. 442-80C (order of June 19, 1981); *Jackson v. United States*, 216 Ct. Cl. 25, 573 F.2d 1189 (1978); *Palcic v. United States*, 218 Ct. Cl. 749 (1978). We discussed the issue fully in *Grulke*.

The government does not even recognize the unequivocal jurisdictional rulings in those cases but instead merely cites them for the proposition that we have viewed such cases as "sounding in tort" and as applying settled principles that the United States is not bound by the representatives of agents "acting beyond their scope of authority." In urging that we have no jurisdiction, the government merely repeats the arguments that it previously made and that we previously rejected in those three cases. It is high time that the government ended this fulsome endeavor and recognized that we have jurisdiction over these cases.

B. On the merits the plaintiffs have not stated any claim on which they can recover. The enlistment agreements entitled the plaintiffs only to MOS 91C10 training. That is precisely what they received. In signing the agreements, the plaintiffs acknowledged that no other promises had been made to them. Furthermore, they have not attempted, in response to the government's motion, to show that the recruiters had authority to represent that the plaintiffs would receive training that would qualify them as licensed practical nurses. *Grulke, supra*, slip op. at 7. Unless those officials had that authority, their statements would not bind the government. *Id.*

The plaintiffs claim that they were misled not only by the recruiters but by the official Army description of MOS 91C10, which they read before signing the agreements. According to the plaintiffs and affidavits submitted by them, that description includes duties that in the civilian sector may be performed only by licensed nurses. Furthermore, they note that the description indicates that "related" civilian occupations include licensed practical nurse.

The plaintiffs, however, were being trained to serve in the military and not in the civilian sector. The plaintiffs do not allege that after completion of 91C10 training they would have been unqualified to perform for the Army any of the described duties. Furthermore, the fact that an occupation is "related" to another does not mean it is the same as that other. The description does not indicate the length of training, or the need for, or ability to get, a

state license. It only purports to indicate the duties that the trainee will perform for the military.

Since the plaintiffs received everything they were validly promised under the enlistment agreements, they have not stated a valid claim for breach of contract.

The defendant's motion for summary judgment is granted, and the petition is dismissed.

BY THE COURT

/s/ DANIEL M. FRIEDMAN  
Daniel M. Friedman  
*Chief Judge*

# REENLISTMENT AGREEMENT BETWEEN U.S. ARMY AND TERRANCE A DeCRANE

## ENLISTMENT OR REENLISTMENT AGREEMENT - ARMED FORCES OF THE UNITED STATES

### I. IDENTIFICATION DATA

1 NAME (Last, First, Middle, Jr., Sr., etc.) <b>DeCRANE, TERRANCE ALLEN</b>		2 SSN <b>282-48-4547</b>	3 DATE OF ENLISTMENT <b>8 December 1977</b>	4 GRADE <b>SP4/E4</b>
5 HOME OF RECORD (City and State) <b>Bay Village, Ohio</b>		6 PLACE OF ENLISTMENT (City and State) <b>HHC, 3rd Bn, 28th Inf, APO NY 09358</b>		
7 DATE OF BIRTH <b>16 March 1956</b>	8 SELECTIVE SERVICE NO. <b>NA</b>	9 PREVIOUS MILITARY SERVICE		YEARS MONTHS DAYS
		a. Total Active Military Service		<b>02 07 02</b>
		b. Total Inactive Military Service		<b>00 00 13</b>

### II. AGREEMENTS:

10. I am enlisting/reenlisting this 8th day of December, 19 77 in the United States Army for a period of 8 years. Initial Service is to be in the pay grade of EA. I understand that each male person who becomes a member of an Armed Force before his twenty-fourth birthday incurs a statutory obligation to serve in the Armed Forces for a total of 18 years, unless sooner discharged, and that any part of such service that is not active duty or active duty for training shall be performed in a Reserve component.

a. For enlistment or reenlistment in a Regular component: The additional details of my obligations under this agreement, if any, are as provided in Annex A attached hereto.

b. For enlistment or reenlistment in a Reserve component: Upon enlistment or reenlistment in the Reserve component shown above, I am obligated—

(1) To serve at least:

(a) NA (month(s) (year(s) on (active duty) (active duty for training);

(b) NA (month(s) (year(s) satisfactorily in the Ready Reserve. While in this status, I am obligated—

(i) as a member of the National Guard, to attend at least 48 drills per year and serve on active duty for training at least 15 days per year; OR

(ii) as a member of any reserve component except the National Guard, to attend at least 48 drills per year and serve on active duty for training at least 14 days per year; or, serve on active duty for training not more than 30 days per year; unless excused therefrom by competent authority; and

(c) a period in the Standby Reserve, if required in accordance with applicable law;

OR OTHERWISE:

(2) To serve as provided in Annex NA attached hereto.

c. Remarks: (If "none", so state) **Reenlistment for Army Service School/Army Training Center  
Reenlistment Option (91C10 - Clinical Specialist)-(D91C1)**

**No Waivers for Reenlistment, SER: 2A**

### III. BENEFITS:

11. I will receive the pay and allowances and other benefits as provided by law and regulation.
12. With regard to any other benefits, I understand that only those promises, if any, recorded herein or on Annexes A attached hereto will be honored and that any other promises not contained therein made by any person are not effective and will not be honored.

## IV. UNDERSTANDINGS:

13. I understand that the United States Constitution, a wide variety of statutes and regulations, military customs govern the conduct of members of the Armed Forces and impose responsibilities and obligations upon me which I would not have if I had remained a civilian. I understand that only some of the responsibilities and obligations which I am understanding are listed as examples in this and the next paragraph and that others may be required of me during my membership in the Armed Forces. In connection with my enlistment, I understand that:
- a. my enlistment is more than an employment agreement, that I will, upon signing the oath of enlistment, become a member of the Armed Forces of the United States, and as such, I will be:
    - (1) subject to the criminal justice system known as the Uniform Code of Military Justice which means, among other things, that I may be tried by military courts operating under special military rules;
    - (2) required to obey all lawful orders given to me by authorized persons;
    - (3) subject to separation from the service before the expiration of my term of enlistment and may, if my behavior fails to meet certain standards, be discharged during or at the end of my enlistment with a certificate reflecting less than honorable service which may be to my detriment in seeking further employment; and
    - (4) required, upon orders of competent authority, to serve in a combat zone or other dangerous or hazardous place or assignment;
  - b. in time of war or national emergency, or when otherwise authorized by law, I shall be required to serve as ordered by competent authorities, notwithstanding the provisions of any American consular treaty or any other promises made to me in connection with my enlistment (enlistment);
  - c. statutes and regulations applicable to personnel in the Armed Forces of the United States may change without notice to me and that such changes may affect my status, compensation, or obligations as a member of the Armed Forces, the provisions of this enlistment agreement to the contrary notwithstanding; and
  - d. an enlistment in the Regular Army, Regular Navy, Regular Air Force, Regular Marine Corps, or Regular Coast Guard is in effect at the beginning of a war or entered into during a war continues in effect, unless sooner terminated by the President, until six months after the termination of that war.
14. UNDERSTANDINGS WITH RESPECT TO MILITARY SERVICE OBLIGATION AND MEMBERSHIP IN A RESERVE COMPONENT.  
*Applies to males under 36 years of age who have not completed their four-year military service obligation and to members of the Reserve component, including the National Guard:*
- I further understand that:
- a. As a member of a Reserve Component of an Armed Force, whether by enlistment, reenlistment, or transfer or assignment thereto according to law, at the beginning of a period of war or national emergency declared by Congress, or if I become a member during such period, my enlistment (reenlistment) may be continued in effect until six months after the end of that period unless terminated earlier by the Secretary of my military department;
  - b. I may be required to perform a period of active duty or active duty for training other than as provided in paragraph 10 of this agreement as follows:
    - (1) As a member of the Ready Reserve in time of national emergency declared by the President, I may be ordered to active duty (other than for training) without my consent for not more than 24 consecutive months;
    - (2) As a member of a Reserve component in time of war or national emergency declared by the Congress, I may be required to serve on active duty (other than for training) for the duration of the war or emergency and for six months thereafter;
    - (3) As a member of the Ready Reserve if I am not assigned to, or performing satisfactorily as, a unit of the Ready Reserve, have not fulfilled my statutory reserve obligation, and have not served on active duty for a total of 24 months, I may be ordered to active duty without my consent until my total service on active duty equals 24 months. If my enlistment or other period of military service expires before I have served the required period, it may be extended until I have completed the required active service;
    - (4) As a member of the Ready Reserve, if I have not fulfilled my statutory reserve obligation and for in any year to satisfactorily perform the training duty required by applicable law and regulation, I may be ordered to perform additional active duty for training without my consent for not more than 45 days, and if the failure occurs during the last year of my required membership in the Ready Reserve my enlistment may be extended until I perform that additional duty, but not for more than six months;
    - (5) If I am enlisting in a Reserve component under the provisions of a Delayed Enlistment Program, I may be ordered to active duty or active duty for training as provided in applicable service regulations if I fail to enlist in the Regular component when required, and have not been granted an additional extension by competent authority; and
    - (6) as otherwise authorized by law and regulations.
15. If enlisting in the Navy or Marine Corps, I understand that the senior officer present afloat in foreign waters shall send to the United States by Government or other transportation as soon as possible each enlisted member of the vessel service who is serving on a home vessel whose term of enlistment has expired, and who desires to return to the United States. However, when the senior officer present afloat considers it essential to the public interest, he may retain such a member on active duty until the vessel returns to the United States. If released under this section, I understand that I shall be discharged not later than 30 days after arrival in the United States and, except in time of war, will be entitled to an increase in basic pay of 25 percent.

(Continued on Page 3)

(Continued from Page 2)

16. I hereby certify that I have read this agreement carefully. It has been fully explained to me, and I understand it and the conditions under which I am enlisting. I understand that ONLY those promises concerning assignment to duty, geographical area, training, or a particular school or special program; Government quarters; physical and other qualifications for assignment to a particular school, rating, or specialty; bonuses or other compensation; promotions; or transportation of and support to dependents contained herein or recorded on the Annex(es) attached hereto, if any, will be honored and that all other promises not contained therein made by any person are not effective and will not be honored. I further understand that my assistance for enlistment (reenlistment) is based on the information provided by me in my application for enlistment (reenlistment) and if any of that information is knowingly false or incorrect, this agreement may be terminated by the Government, and I may be prosecuted under federal civilian or military law or subject to administrative separation proceedings and, in either instance, I may receive a less than honorable discharge which could affect my future employment opportunities.

17. NAME OF APPLICANT (Type)

18. SIGNATURE OF APPLICANT AND DATE

TERRENCE ALLEN DECRAYE

## V. CERTIFICATION AND ACCEPTANCE BY SERVICE REPRESENTATIVE

On behalf of my service, I accept this applicant for enlistment (reenlistment) and I hereby witness his/her signature to this agreement. I further certify that I have explained that only those promises set forth herein and in the attached Annex(es), if any, will be honored and any other promises not contained therein made by any person are not effective and will not be honored.

19. NAME, GRADE, ETC. AND ORGANIZATION OF SERVICE REPRESENTATIVE

20. SIGNATURE OF SERVICE REPRESENTATIVE AND DATE

(Type or Print)

JAMES D. GRANT, SSG, 363-48-9377  
HIE, 3/26th Inf

James D. Grant 8 Dec 77

## VI. CONFIRMATION OF ENLISTMENT OR REENLISTMENT

21. For service in a Regular or Reserve Component of the Armed Forces except the Army National Guard or Air National Guard

I do hereby acknowledge to be voluntarily enlisting or reenlisting under the conditions prescribed by law, this 8th day of December, 19 77 in the United States Army

for a period of FOUR years unless sooner discharged by proper authority. Initial Service is to be in the pay grade of EA

I, TERRENCE ALLEN DECRAYE

do solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the orders of the officers appointed over me, according to regulations and the Uniform Code of Military Justice. So help me God.

I acknowledge the above oath has been administered to me and that I have sworn (or affirmed) to the same.

22. SIGNATURE OF ENLISTEE (REENLISTEE)

TERRENCE ALLEN DECRAYE

23. The above oath, as filled in, was administered, subscribed, and duly sworn to (or affirmed) before me this 8th day of December, 19 77

24. NAME, GRADE AND ORGANIZATION OF ENLISTING OFFICER (Type)

25. SIGNATURE OF ENLISTING OFFICER

STANLEY A. DAUCHERTY, CPT, INF  
HIE, 3/26th Inf

Stanley A. Daucherty

26. For enlistment or reenlistment in the Army National Guard or Air National Guard

I do hereby acknowledge to have voluntarily enlisted (reenlisted) this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ in the \_\_\_\_\_ National Guard of the State of \_\_\_\_\_ and as a Reserve of the \_\_\_\_\_ with membership in the \_\_\_\_\_ National Guard of the United States for a period of \_\_\_\_\_ years (month) (day) under the conditions prescribed by law, unless sooner discharged by proper authority.

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and of the State of \_\_\_\_\_ against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the Governor of \_\_\_\_\_ and the orders of the officers appointed over me, according to law and regulations. So help me God.

I acknowledge the above oath has been administered to me and that I have sworn (or affirmed) to the same.

27. SIGNATURE OF ENLISTEE (REENLISTEE)

28. The above oath, as filled in, was administered, subscribed, and duly sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

29. NAME, GRADE AND ORGANIZATION OF ENLISTING OFFICER (Type)

30. SIGNATURE OF ENLISTING OFFICER

AD

# STATEMENTS FOR REENLISTMENT (Parts I through IV)

For use of this form, see AR 600-250. The instruction covers to 2000-01-01.

DATA REQUIRED BY THE PRIVACY ACT OF 1974

**AUTHORITY:** Sections 504, 505, 506 and 510, Title 10, USC.  
**PRINCIPAL PURPOSE:** To determine eligibility for reenlistment.  
**ROUTINE USE:** Information may be referred to appropriate authorities if disciplinary action or discharge for fraudulent enlistment/reenlistment is warranted.  
**DISCLOSURE:** DISCLOSURE OF PERSONAL INFORMATION IS VOLUNTARY. HOWEVER, FAILURE TO FURNISH INFORMATION REQUESTED MAY RESULT IN DENIAL OF REENLISTMENT IN THE US ARMY.

## PART I - GENERAL STATEMENT OF UNDERSTANDING

(To be completed by all applicants for reenlistment in the Regular Army)

1. In connection with my reenlistment in the Regular Army, I hereby acknowledge that

### ACKNOWLEDGEMENT

- a. All promises made to me are contained in Item 10 of DD Form 4, my reenlistment agreement and Part II of this statement.
- b. I have not been permitted Technical School Training unless the title of the school course has been entered in Item 10, DD Form 4.
- c. Should I make any general statement or acknowledgment of fact in connection with any of my enlistment documents (1) I may be subject to court-martial or court-martial, or (2) I will complete, if permitted, the period for which I enlisted in my enlistment document appropriate to connection with the needs of the Army.
- d. Should I choose an option which requires a service discharge and I am not granted such discharge after I have enlisted, or I am granted discharge a period after I have enlisted, I agree to accept my assignment in accordance with the needs of the Army and I will complete the period for which I enlisted.
- e. Law violations for which I have been convicted or have had adverse adjudications as a juvenile or youthful offender may be cause for denial of reenlistment.
- f. My choice of initial enlistment option shown in Item 10 of my DD Form 4 does not constitute any guarantee that a substantial part of my enlistment will be served in the option, and the needs of the service may result in my transfer to any other option than or may be provided by the specific option selected to any other assignment within the continental United States or to an overseas command. I am aware that due to the needs of the Army, I may be subject to involuntary reassignment and/or reclassification.
- g. Should my enlistment involve a commitment for specialized training or a selective assignment, conduct on my part occurring after my enlistment which results in disciplinary action may by just cause for my transfer to any other assignment within the continental United States or to an overseas command.
- h. My compliance for enlistment either as a person who is subject to the Uniformed Services of the United States or to the Uniformed Services of the United States or to the Uniformed Services of the United States.
- i. If, after my enlistment for a specific option, I should fail to meet required qualifications which cannot be determined prior to my enlistment, I understand that I will not be offered another enlistment option, but will be trained and assigned in accordance with the needs of the Army and will be required to complete the term of service for which I enlisted.
- j. If, after my enlistment in the Regular Army, I should waive my initial enlistment option as listed in Item 10 DD Form 4 and in Part II of my enlistment for enlistment for any reason whatsoever, this initial option will not be reinstated at a later date.
- k. I am not reasonably opposed, on basis of religious training or belief, to bearing arms or to participation, or training for war in any form.
- l. I am aware that in the event of armed conflict involving the United States, the Secretary of the Army may declare and use and use any portion of my enlistment option pertaining to training, assignment, or duty, if he determines such action to be necessary.

## PART II - IN-SERVICE REENLISTMENT OPTION

(To be completed by Applicant Reenlisting for a Specific Option)

1. In connection with my reenlistment in the Regular Army for the Army School Training Unit, AGS  
9C10 Reenlistment Option, I hereby acknowledge that provided I meet required prerequisites I will be assigned to follow MOV 760
2. I have read and understand the provisions of Items 2, 3, 4, and 5 of the option table for which I am reenlisting. Furthermore, to avoid misunderstanding, I have reviewed with my own words and handwriting all options and conditions that have been made to me in connection with my enlistment in the Regular Army (at end of statement, applicant will print the word "END").
3. In the event my enlistment commitment cannot be fulfilled, the alternatives available to me will be as provided in Chapter 5, AR 635-330, as of the date of my claim - if (a) fulfilled enlistment commitment or overseas enlistment is substituted, I understand that I will have a period of thirty (30) days to start on alternative or to request other training or assignment from the date I am advised that my enlistment option cannot be fulfilled or, where not formally advised, from the date I discover or should have discovered, the grounds for substituting a claim. This period may be extended by the ground commander concerning voluntary when necessary to determine the availability of my enlistment alternative. If I meet no certain claim that period, my claim will be deemed to have been waived. I may withdraw any request for training or assignment prior to approval and over another alternative, but not thereafter.

DA FORM 3286  
1 MAY 77  
GPO

REPLACES DA FORM 3286 AND 3286-1 1 APR 76 AND DA FORM 3286 PRIVACY ACT STATEMENT  
NO MAY 76 EDITION AND 3286-1-1

## INSTRUCTIONS TO APPLICANT

(fill out before completing Part II)

1. Complete the statement in (1) below as appropriate:  
 a. Answer questions (2) through (6) by writing "Yes" or "No" as appropriate in the Answer column.  
 b. Inservice record immediately enclosing but only those violations occurring during current term of service, except for offenses not previously revealed.

NO	QUESTIONS	ANSWER
(1)	I have read or had explained to me the paragraph 5-4 and 7-4, AR 604-10 which sets forth the criteria (reasons) for discharge and types of discharge and certify that I <input type="checkbox"/> have <input checked="" type="checkbox"/> have not been engaged in disloyal or subversive activities as outlined herein.	
(2)	Have you ever been rejected for enlistment or induction in any of the Armed Forces to include failure of the mental examinations administered by any AFES, or been discharged from previous service under other than honorable conditions, under Personnel Security Regulations, or by reason of unsuitability, or undesirable habits or traits of character, or for medical reasons?	NO
(3)	Have you ever been arrested, cited, charged or held by Federal, State, County, City or other law enforcement authorities or by Juvenile Court or Juvenile Probation Officers for any violation of any Federal Law, State Law, County or Municipal Law, Regulation or Ordinance?	NO
(4)	Have you ever been convicted of a felony or any other offense, or adjudicated a youthful or juvenile delinquent?	NO
(5)	Have you ever been imprisoned under sentence of any court?	NO
(6)	Are you now or have you ever been on parole, probation supervision, under suspended sentence or are you awaiting final action of charges against you?	NO

6. Remarks (Give full details for any of the above questions to which you answered yes.) (If additional space is required, continue this item on a separate sheet of paper and attach securely to this form.)

REF ID#	OFFENSES	DATE AND PLACE	DISPOSITION
LONG TAD			

7. I understand that should I intentionally conceal or misrepresent any information regarding my record of arrests or convictions or juvenile court adjudications, I may later be subject to disciplinary action under the Uniform Code of Military Justice (UCMJ) and/or discharged from the Service under other than honorable conditions.

## PART IV - DEPENDENCY STATEMENT

(To be completed by all applicants)

8. Relationship and age of all persons who are dependent upon me for support are recorded below (If none, so state).

RELATIONSHIP	AGE
WIFE - ANN MARIE DE CAVE TAD	26 YRS

9. I understand that if I am accepted for enlistment in the Regular Army, I will be expected to accept such assignments as are in the best interests of the Service regardless of marital status and/or responsibility for dependents and that it is my responsibility to make appropriate arrangements for the care of my dependents should I be required to perform duty in an area where dependents are not authorized. I have read and understand the meaning of all statements contained in Parts I through IV of this form and agree to all conditions set forth therein. I certify that all answers to questions statements and entries on this form are true, correct and complete and that the Recruiter/Carrier Counselor has informed me that should I intentionally conceal any information required above, I may later be subject to disciplinary action or discharge upon its discovery.

DATE	SIGNATURE OF APPLICANT	SIGNATURE AND TITLE OF WITNESS
20-7-72	T. J. DeCave	SSC

# ENLISTMENT AGREEMENT BETWEEN U.S. ARMY AND STANLEY N. RADISH

VII. CHANGE OF STATUS <i>or participant in Delayed Enlistment Program</i>	
31 In connection with my assignment (date) <u>12 OCTOBER 1977</u> in the <u>US ARMY</u> Reserve I request to be discharged there and enlisted in the Regular component of the <u>ARMY</u> effective this date for a period of <u>4</u> years. I acknowledge that a. I have reviewed the information provided by me in my Application for Enlistment - Armed Forces of the United States, DD Form 1966 This information is completely accurate as of this date b. No changes have been made in my enlistment options. OR if changes were made, the changes are recorded in Annex <u>B, C</u> which substantiate Annex <u>A</u> c. I have read and understand the provisions of Parts III and IV above	
32 SIGNATURE OF APPLICANT AND DATE <u>Stanley Norman Radish</u> <u>25 JAN 78</u>	
33 On initial entry service, I accept this application for enlistment in the <u>US ARMY</u> for a period of <u>4</u> years. Initial Service is to be in the pay grade of <u>E-2</u> . Contingent on enlistment this date in the Regular component and in accordance with service regulations, applicant is discharged from the Reserve component shown in item 31 above ef- fective <u>24 JANUARY 1978</u> . I certify that I have witnessed his/her signature in item 32. I further certify that I have explained that only those promises set forth herein or in attached Annexes, if any, will be honored and any other promises not contained herein made by any per- son are not effective and will not be honored.	
34 NAME GRADE SSN AND ORGANIZATION OF SERVICE REPRESENTATIVE (Print) <u>RENÉE DOROBIALA SSG 099-40-0832</u> <u>RF DRC NIAGARA FALLS NY</u>	35 SIGNATURE OF SERVICE REPRESENTATIVE AND DATE <u>Renée Dorobiala</u> <u>25 Jan 78</u>
36 Continuation of Enlistment I do hereby acknowledge to be voluntarily enlisting under the conditions prescribed by law, this <u>25TH</u> day of <u>JANUARY</u> 19 <u>78</u> <u>US ARMY</u> <u>FOUR</u> years unless sooner discharged by proper authority. Initial Service is to be in the pay grade of <u>E-2</u> for a period of <u>STANLEY NORMAN RADISH</u> I solemnly swear (or affirm) that I will support and defend the Constitution of the United States against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; and that I will obey the orders of the President of the United States and the orders of the officers appointed over me, according to regulations and the Uniform Code of Military Justice. So help me God I acknowledge the above oath has been administered to me and that I have sworn (or affirmed) to the same	
37 SIGNATURE OF ENLISTEE <u>Stanley Norman Radish</u>	38 The above oath as filed in USS administered, subscribed and duly sworn (or affirmed) to before me this day of <u>25 JANUARY</u> 19 <u>78</u>
39 NAME GRADE AND ORGANIZATION OF ENLISTING OFFICER (Print) <u>B J CALSBY CAPT USA</u> <u>AFPEE, BUFFALO NY</u>	40 SIGNATURE OF ENLISTING OFFICER <u>B. J. Calsbey</u>
NAME (Last, First, Middle Initial, Jr., Sr., etc.) <u>RADISH STANLEY NORMAN</u>	SSN <u>088-44-8822</u>
	DATE OF BIRTH <u>31 MAY 1952</u>

## STATEMENTS FOR ENLISTMENT

## PART VI US ARMY STATION OF CHOICE ENLISTMENT OPTION

TO BE COMPLETED BY ALL APPLICANTS ENLISTING FOR THIS ENLISTMENT OPTION

## SECTION I

1. **ACKNOWLEDGEMENT:** In connection with my enlistment in the Regular Army for United States Army Station of Choice Enlistment Option, I hereby acknowledge that:

a. My enlistment for this option assures me that, provided I meet required prerequisites, I will be assigned to a unit located at: Little  
(Enter the installation for which enlisting.)

b. Unless I have previously completed basic combat training (BCT) in the past three years, I must complete BCT prior to undergoing advanced individual training (AIT).

c. Upon successful completion of BCT, I will undergo AIT in a military occupational specialty (MOS) 95C10  
Army.

## SECTION II

APPLICABLE TO ALL FORMER ARMY'S APPLICANTS WHO ARE NOT REQUIRED TO UNDERGO ADVANCED INDIVIDUAL TRAINING

1. **ACKNOWLEDGEMENT:** In connection with my enlistment in the Regular Army for the United States Army Station of Choice Enlistment Option, I hereby acknowledge that my enlistment for this option assures me, provided I meet required prerequisites, I will be assigned to a unit located at: \_\_\_\_\_  
(Enter the installation for which enlisting.)

## SECTION III

APPLICABLE TO ALL APPLICANTS

1. **ACKNOWLEDGEMENT:** In connection with my enlistment in the Regular Army for the United States Station of Choice Enlistment Option, I hereby acknowledge that:

a. I am guaranteed assignment to a unit located at the installation for which enlisted for a minimum period of 12 months upon arrival to my installation of choice, except as indicated below. Upon completion of 12 months service at the installation for which enlisted, I may be reassigned or may remain assigned to the installation in accordance with the needs of the Army.

b. In the event the unit or activity to which I am assigned or attached under the provisions of this option is deployed, relocated, inactivated, disbanded, discontinued, reorganized, or redesignated prior to the expiration of the guaranteed minimum period of assignment to the unit, activity, or installation of choice, I will remain assigned to the unit or installation, or be reassigned in accordance with my preferences. However, if the foregoing is not possible or does not fulfill Army worldwide personnel requirements, the needs of the Army will determine whether I will remain assigned to the unit or installation or be reassigned.

c. In the event I fail to meet any of the established prerequisites for this option or become medically or otherwise disqualified for training or duty in my designated military occupational specialty (MOS), I will be trained in accordance with the needs of the Army and be required to complete the term of service for which enlisted.

d. My term of enlistment is for 4 years.

e. If enlisting for Fort Hamilton, NY, I understand that I may be assigned duty at Fort Totten, Madsen, Tilden, Hancock, or other areas within the major New York City Metropolitan area.

f. In the event my enlistment commitment cannot be fulfilled, the alternatives available to me will be as provided in Chapter 5, AR 635-200, as of the date my claim of unfulfilled enlistment commitment or erroneous enlistment is submitted. I understand that I will have a period of thirty (30) days to elect an alternative or to request other training or assignment from the date I am advised that my selected option cannot be fulfilled or, where not formally advised, from the date I discover or should have discovered, the grounds for submitting a claim. This period may be extended by the general courts-martial convening authority when necessary to determine the availability of my selected alternative. If I make no election within that period, my claim will be deemed to have been waived. I may withdraw any request for training or reassignment prior to approval and elect another alternative, but not thereafter.

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SECTION IV

(APPLY ONLY FOR OTHER APPLICANTS)

1. ACKNOWLEDGMENT: In connection with my enlistment in the Regular Army for this particular enlistment option, I hereby acknowledge that enlistment serves as my volunteering for basic weapons qualification or participation, if required.

2. UNDERSTANDING: I have read and understand each of the statements above and the statements contained in SD Form 1946, signed by me, and understand that they are intended to constitute all promises whatsoever concerning my enlistment. Any other promise, representation, or commitment made to me in connection with my enlistment is written below in my own handwriting, or is hereby waived. (If none, write "NONE".) *SN*

AUTHENTICATION

SIGNATURE OF OFFICER AUTHORIZING	SIGNATURE OF APPLICANT	DATE
<i>[Signature]</i>	<i>Stanley D. Randal</i>	<i>23 Jan 50</i>
WACIA V. <i>[Signature]</i>	<i>P. L. [Signature]</i>	<i>23 Jan 50</i>

16-34-0000

## ARMY REGULATION 611-201

9 July 1976

C 6. AR 611-201

CMF 91

## CLINICAL SPECIALIST

\*MOS 91C

## Summary

Supervises or performs preventive, therapeutic, and emergency nursing care procedures under supervision of physician or nurse.

## Duties

**MOSC 91C10:** Must be able to perform duties of Medical Specialist (91B10). *Performs preventive, therapeutic and emergency nursing care procedures.* Treats patients for common diseases and minor injuries. Administers emergency first aid or resuscitative measures independently in absence of physician. Controls hemorrhage, maintains airway, relieves pain, protects wounds and fractures, and prevents and treats shock. Cares for seriously, chronically, and acutely ill and obstetrical patients. Assists with care of prenatal, natal, postnatal, newborn, and pediatric patients. Observes, reports, and records objective and subjective changes in signs and symptoms. Calculates, prepares, and administers medications by oral, topical, intradermal, subcutaneous, and intramuscular routes. Prepares sterile instrument trays and supplies and assists with minor surgical procedures. Performs or assists with oxygen therapy, blood transfusion, bladder irrigation and instillation, suture removal, and application of simple casts and traction. Obtains and prepares specimens such as sputum, blood, urine, and duodenal, and gastric contents for laboratory culture and analysis. Operates and monitors electronic diagnostic equipment. Instructs patient in personal health practices. Assists with patient admission, transfer, and discharge procedures. Reads and interprets orders, patient charts, and diagnostic reports and makes entries in medical records. Serves on field sanitation team. Operates and performs preventive maintenance on assigned equipment. Applies basic principles and performs procedures to function in a toxic environment. Packs, unpacks, loads and un-

loads equipment and assists in setting up unit equipment and shelters.

**MOSC 91C20:** *Performs preventive, therapeutic and emergency nursing care procedures.* Performs duties shown in preceding level of skill and provides technical guidance to lower grade personnel in accomplishment of these duties.

**MOSC 91C30:** *Performs preventive, therapeutic and emergency nursing care procedures.* Performs duties shown in preceding level of skill and provides technical guidance to lower grade personnel in accomplishment of those duties. Assists with planning and providing emergency medical treatment. Supervises operational maintenance program of assigned equipment. Instructs in first aid procedures.

**MOSC 91C40:** *Supervises management of one or more wards.* Requisitions, stores, safeguards, and issues supplies. Inspects medical facilities to insure comfortable, orderly, clean, and safe environment for patients. Organizes work schedules, assigns duties, and instructs subordinates in work techniques and procedures. Evaluates personnel performances, counsels personnel, and prepares evaluation reports. Coordinates activities of duty area with other elements of the medical facility. Prepares technical and administrative reports. Assists with in-service training programs and ward management. Assists in planning and placement of field medical facilities.

**MOSC 91C50:** *Supervises ward operations in large hospitals.* Performs duties shown in preceding level of skill. Advises and assists professional staff in personnel matters, supply economy procedures, and fiscal, technical, and administrative matters. Develops, implements, and evaluates training programs. Establishes stock levels for supplies and equipment and supervises the requisitioning, storing, and issuing of supplies and equipment. Establishes work priorities, distributes workload, and assigns personnel. Compiles management data and assists in the planning and operation of nursing services. Assists in preparation of and interprets and supervises execution of command or unit policy and SOP. Inspects organizational activities, observes discrepancies, and initiates appropriate corrective action.

## Qualifications

Must possess the following cumulative qualifications:

- a. *Physical:*  
 (1) Profile: 222221 .....  
 (2) Normal color vision .....
- b. *Aptitude area:*  
 (1) AApr-1973: GT .....  
 (2) ACB-1973: ST .....
- c. *Mandatory formal training:* (Or possess current State or Commonwealth of Puerto Rico license as practical or vocational nurse.) .....
- d. Must possess license as vocational or practical nurse prior to assignment to instructor duties .....

WOSC 91C10	WOSC 91C20	WOSC 91C30	WOSC 91C40	WOSC 91C50
X				
X				
X				
X				
X				

## Additional Skill Identifiers

Code	Title
M3 .....	Dialysis Technician
P8 .....	Critical Nuclear Surety
L9 .....	Controlled Nuclear Surety

## Related Civilian Occupations

DOT classification	Code
Nurse Licensed, Practical .....	079.378
Federal Civil Service classification	Code
First Aid Attendant .....	GS 623
Nursing Assistant .....	GS 621
Ward Attendant .....	WG 7504

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RECRUITER  
MOS 00E

Summary

Supervises or recruits personnel for military service in the Army.

Duties

*MOSC 00E20: Recruits personnel for the Army.* ESTABLISHES AND MAINTAINS CONTACTS. Contacts, interviews, and advises civilian personnel leading to obtaining qualified applicants for enlistment into the Army. Contacts representatives of schools, public officials, personnel managers, parents of prospective applicants, religious and civic leaders, and others to present the Army as an employment and career opportunity. PUBLIC SPEAKING. Presents formal and informal talks on advantages of the Army at civic and service organizations and student bodies. ADVERTISING. Distributes and displays recruiting publicity material. Establishes liaison with local radio, television, and newspaper agencies. Writes, edits, or presents recruiting material for use by local communications agencies. Lends and exhibits motion pictures for civic fraternal and service organizations and educational institutions. CONDUCTS INTERVIEWS. Interviews and counsels prospective enlistees. Discusses individual aims and goals to include security, personal aptitudes, training opportunities, job satisfaction, stability, advancement, prestige, housing and military life. Explains Army benefits including medical care, dependent's allowance, reenlistment bonus, retirement pay, military/civilian educational opportunities, travel, recreational benefits, and similar programs. Evaluates applicants occupational, education, and psychological background in effort to determine Army programs with specific individual appeal. Explains occupational and organizational structure of Army to applicants, parents, and interested groups of individuals. EVALUATES APPLICANTS. Administers and scores Screening Physical Examination of applicants and counsels with regard to reasonable occu-

pational aspirations within Army. Assists in administration of Armed Services Vocational Battery (ASVAB) and explains results to school officials and students. ADMINISTRATION. Gathers individual data and prepares forms and documents incident to enlistment processing. Arranges for applicants transportation, meals, and lodging where required. Counsels disqualified applicants. Maintains prospect card files. Assists in market research and analysis of recruiting territory and makes appropriate recommendation to station commander.

*MOSC 00E30. Recruits personnel for the Army.* Performs duties shown in preceding level of skill and provides technical guidance to lower grade personnel in performance of these duties.

*MOSC 00E40. Recruits personnel for the Army and commands recruiting station.* Performs duties shown in preceding level of skill and provides technical guidance to lower grade personnel in performance of these duties. ADMINISTRATION. Obtains enlistment reservations by use of REQUEST. Maintains statistics on recruiting programs. Maintains enlistment publications and administrative files. Prepares enlistment reports. Arranges transportation for applicants and issues transportation requests. SUPERVISION. Evaluates performance of subordinate personnel and provides guidance in making improvements. Conducts professional development programs at station level. Assigns duties to subordinates. Accomplishes station administration to include preparation and submission of official correspondence and reports. Prepares station plans and SOP. Supervises resource management.

*MOSC 00E50. Supervises recruiting programs.* PLANNING. Assists and advises area commanders concerning production, operations, training, administration, and personnel status. Plans and conducts recruiting seminars and conferences. Develops presentations which reflect changing requirements, sales techniques, and enlistment contract options. SUPERVISION. Interprets regulations for subordinates. Organizes and coordinates recruiting activities. Identifies, investigates,

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and takes corrective action to problem areas. Assigns duties and evaluates performances of subordinate recruiting personnel. TRAINING. Develops and directs training programs

to assist recruiters and guidance counselors. INSPECTION. Inspects recruiting stations to ensure proper and efficient operation and management.

## Qualifications

Must possess the following cumulative qualifications:

- a. *Physical profile:* 232221 .....
- b. *Aptitude area:* ST (GT) .....
- c. *Other:*
  - (1) High school graduate or GED equivalent .....
  - (2) Minimum time in service—2 years .....
  - (3) Minimum grade—E5 .....
  - (4) Hold valid Army and other motor vehicle operations permit .....
  - (5) Favorable National Agency Check .....
  - (6) Must not be serving on a period of enlistment for which an enlistment or reenlistment bonus was paid .....

MOSC 00E20	MOSC 00E30	MOSC 00F40	MOSC 00E50
X			
X			
X			
X			
X			
X			
X			

## Related Civilian Occupations

<i>DOT classification</i>	<i>Code</i>
Personnel and Training Administration Occupations .....	116
<i>Federal Civil Service classifications</i>	<i>Code</i>
Occupational Analyst .....	GS 0222
Personnel Administration .....	GS 0201

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## Standards of Grade Authorization

Line	Duty Position	Code	Rate	Number of positions authorized*										Explanatory Notes
				1	2	3	4	5	6	7	8	9	10	
*1	Recruiter .....	00E20	SGT					1	1	1	1	1	1	Grades of additional positions will be authorized in same pattern.
*2	Recruiter .....	00E30	SSG		1	2	2	2	3	4	5	6	7	
*3	Recruiter .....	00E40	SFC				1	1	1	1	1	1	1	
*4	Station Commander .....	00E40	SFC	1	1	1	1	1	1	1	1	1	1	
5	Nurse Recruiter .....	00E40	SFC											In Regional Recruiting Command (RRC) to recruit Army Nurses.
6	Guidance Counselor .....	00E40	SFC											In guidance counselor section of District Recruiting Command (DRC).
7	Professional Development Sergeant.	00E40	SFC											In professional development section of DRC.
8	Staff Operations Sergeant ....	00E40	SFC											In DRC, RRC, and USAREC Recruiting Management Policy Branch.
9	Recruiter Selection Sergeant	00E40	SFC											In HQ, USAREC CONUS and overseas recruiter selection teams.
10	Reception Station Liaison Sergeant.	00E40	SFC											One per CONUS reception station.
11	Assistant Area Commander	00E50	MSG											As principal NCO of recruiting area.
12	DRC Operations Sergeant ...	00E50	MSG											One per DRC.
13	Senior Guidance Counselor ...	00E50	MSG											As principal NCO of guidance counselor section in AFES.
14	Senior Professional Development Sergeant.	00E50	MSG											As principal NCO of DRC professional development section.
15	Senior Staff Operations Sergeant.	00E50	MSG											As principal NCO of DRC and RRC Recruiting Management Policy Branch; or in Recruiting Management Policy Branch in HQ, USAREC.
16	Senior Professional Development Sergeant.	00E50	MSG											As principal NCO of RRC and HQ, USAREC Recruiting Management Professional Development Division.
17	Senior Recruiter Selection Sergeant.	00E50	MSG											As principal NCO of HQ, USAREC CONUS and overseas recruiter selection teams.
18	Senior Reception Station Liaison Sergeant.	00E50	MSG											As principal HQ, USAREC liaison NCO with Reception Centers.
19	Recruiting Senior Sergeant ..	00E50	SGM											As principal NCO in DRC; or as principal Recruiting Management NCO in RRC; or as principal staff operations NCO of Recruiting Management Policy Directorate, HQ, USAREC.

\*Blank spaces in this column indicate not applicable.

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(3) Name, age, and sex of other family members.

f. See table 11-XVII-I, AR 614-200, for offices to contact to obtain verification of status of other family members when appropriate.

g. ARNGUS and USAR personnel who qualify for separation under this section will be discharged or released from active duty or active duty for training, as appropriate. See paragraph 1-7b for procedures. A copy of the approved application for release will be furnished the adjutant general of the State.

5-23. Separation of sole surviving sons or daughters. a. Except as provided in b below, enlisted personnel who become sole surviving sons or daughters subsequent to enlistment, order to active duty or active duty for training under the Reserve Enlistment Program of 1963 and whose applications meet the criteria in paragraph 5-22 may apply for and be discharged.

b. A member who qualifies as a sole surviving son or daughter on the basis of the 100 percent disability status of a father, brother, or sister as defined in paragraph 5-22c, which occurred subsequent to enlistment or order to active duty or active duty for training, may apply for and be discharged unless the member has reenlisted or voluntarily extended his period of

active duty. In order to qualify for a veteran's exemption under the provisions of 50 App USC 456(b)(3), he will be required to complete at least 6 months of active duty prior to discharge.

5-24. Separation of surviving family members. Except as provided in paragraph 5-22b(1) or (4), a surviving family member may apply for and be discharged if he—

a. Has been inducted into the Armed Forces under the Military Selective Service Act of 1967, as amended, and

b. Is serving on active duty with the Armed Forces on or after 28 September 1971, and

c. Has not enlisted or reenlisted or otherwise voluntarily extended his period of active duty in the Armed Forces, and

d. If the father, brother or sister, while serving in the Armed Forces after 31 December 1959—

(1) Was killed in action; or

(2) Died in line of duty; or

(3) Died subsequent to such date as a result of injuries received or disease incurred in line of duty during such service; or

(4) Is in a captured or missing status as a result of such service.

**Section VIII. ERRONEOUS ENLISTMENTS/EXTENSIONS**

5-25. Erroneous enlistment/extensions. a. When it is discovered that a member's enlistment/extension was erroneous because he failed to meet the qualifications for enlistment (AR 601-210) or reenlistment (AR 601-280), the unit commander will initiate action to obtain authority to retain, discharge, or release the member from AD or ADT, as appropriate (see c below), on the basis of erroneous enlistment/extension. Correspondence containing the following information will be forwarded through channels to the appropriate discharge authority.

(1) Facts relating to and circumstances surrounding the erroneous enlistment/extension.

(2) The desire of the enlisted member regarding retention or separation.

(3) A specific recommendation for retention or separation, and the reasons therefor, by each commander in the chain of command.

(4) Facts relating to connivance by recruiting officials, if applicable. See table 14-1, chapter 14.

b. The commander specified in paragraph 1-32 will take action as follows:

(1) If doubt exists whether an enlistment/extension was erroneous, forward the case, containing the above information, to the Commander, USAEEA, 9700 Page Boulevard, St

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Louis, MO 63132, requesting such determination.

(2) If it is determined that the enlistment/extension was erroneous, separation, when deemed appropriate, will be accomplished without referral of the case to the Commander, USAEEA. Separation is mandatory in those cases where it is determined that a recruiting official fraudulently enlisted/extended a member. See table 14-1, chapter 14.

(3) If it is determined that the enlistment/extension was erroneous, but retention is considered to be in the best interest of the service and the disqualification is waivable retention may be directed. Waivers will be granted only in meritorious cases. The member's Personnel Qualification Record (DA Form 2-1) will be annotated and the original copy of the approved document will be processed in accordance with instructions in (4) below.

(4) If it is determined that the enlistment/extension was erroneous, but retention is considered to be in the best interest of the service and the disqualification is nonwaivable, forward the case, including the information in a above and the reasons for recommending retention, to the Commander, USAEEA, 9700 Page Boulevard, St Louis, MO 63132. Approval of recommendations for retention of members subject to nonwaivable procurement disqualifications (UP of AR 601-210 and 601-280) will be granted only in exceptionally meritorious cases. Where recommendations for retention are not favorably considered by the Commander, USAEEA, separation will be directed. Where recommendations for retention are favorably considered, retention may be directed. In such cases the following statement will be entered in Item 27 of the member's Personnel Qualification Record (DA Form 2-1): "Discharge action based on erroneous enlistment is waived and retention authorized on       (date)      ." The original copy of the approved document will be forwarded to the Commander, US Army Enlisted Records and Evaluation Center, Fort Benjamin Harrison, IN 46249, for inclusion in the member's official personnel record.

c. In all cases in which separation is directed, the authority (paragraph 5-25, AR 635-200) and the SPD in accordance with AR 635-5-1

will be included in orders directing the member to report to the activity designated to accomplish transfer processing. Except as provided in d and e below, Army members will be discharged unless they request transfer to the US Army Reserve, have completed 12 weeks of active duty and have been awarded an MOS. Members discharged under this paragraph will not be held to a 6-year obligation.

d. If, prior to an enlistee's departure from an AFEES, it is discovered that he was erroneously enlisted through administrative error or oversight, or if the enlistee reveals information which, if known, could have resulted in rejection for enlistment, the enlistment will be voided by the AFEES commander. This will be accomplished by the issuance of an order (see AR 310-10) releasing the individual from military control and reflecting that the individual's enlistment is void because of erroneous enlistment and that his release from military control is being accomplished by reason of a void enlistment. Neither a discharge certificate nor DD Form 214 will be furnished. Distribution of the order will be as follows:

(1) One copy will be filed as a permanent document in his DA Form 201 (MPRJ).

(2) One copy will be furnished the individual.

(3) One copy will be furnished Cdr, USA-REC, Fort Sheridan, IL 60037.

e. If the member is AWOL, in desertion, or absent in the hands of civil authorities upon discovery and establishment that his enlistment was erroneous, the enlistment may be voided by the commander specified in paragraph 1-32. The discharge authority will not issue a discharge certificate but will issue an order releasing the member from military control and a DD Form 214. The order will reflect that the member's enlistment is void because of erroneous enlistment and that his release from military control is being accomplished by reason of a void enlistment. A copy of the orders releasing the member from military control will be filed as a permanent document in his DA Form 201 (Military Personnel Records Jacket, US Army). Pay and allowances entitlements will be as prescribed in table 1-4-1, Department of Defense Military Pay and

Allowances Entitlements Manual (DODPM). (See para 1-7b for instructions on ARNGUS and USAR personnel.) Distribution of DD Form 214 will be made in accordance with AR 635-5, except that copy numbers 1 and 8 will be placed in the MPRJ when the whereabouts of the member is unknown. See AR 190-9, for action to cancel DA Form 3835 (Notice of Unauthorized Absence From the US Army).

f. If an enlistment is both erroneous under the provisions of this paragraph (i.e., failure to meet basic qualifications for enlistment or reenlistment) and the provisions of paragraph 5-26 also apply (i.e., a member did not meet the prerequisites for the enlistment option or the enlistment commitment made cannot be fulfilled), action will be taken first under the provisions of this paragraph to determine whether the member will be separated or retained in the Army based on his erroneous enlistment. If retention is authorized under this paragraph, action then will be taken under the provisions of paragraph 5-26.

g. This section is not application to—

(1) Members who are eligible for separation under the provisions of paragraphs 5-5 (except erroneously enlisted aliens whose enlistment should be voided UP para 5-25d above), 5-7, or chapter 7 of this regulation, and paragraph 7-68, AR 600-200.

(2) Members who do not meet the medical fitness standards for retention (chapter 3, AR 40-501) and who are eligible for processing under AR 635-40.

5-26. Unfulfilled or erroneous enlistment commitments. a. Claims of unfulfilled enlistment commitments or erroneous enlistments commitments are processed in accordance with paragraph H-5, appendix H, AR 601-210 and section VII, chapter 1, AR 601-280, as applicable.

b. Erroneous commitments discovered during processing and training. When an erroneous enlistment commitment is discovered while an individual is being processed at the reception station or undergoing basic or initial advanced individual training, the CONUS commander exercising general courts-martial jurisdiction may approve requests for discharge. Authority

to approve, disapprove, or otherwise appropriately dispose of cases may be delegated to the commander's deputy, or other officer within his headquarters. Prior to approving the request for discharge, the following actions should be taken to resolve individual cases and to determine alternate options available:

(1) Maximum use of the United States Army Recruiting Command (USAREC) Liaison office is encouraged to obtain information about all options available for which an individual is qualified. Alternate options can then be determined and guaranteed to the individual.

(2) To obtain waivers of low mental test scores or to obtain assistance in coordinating an alternate option, contact the Cdr, MILPERCEN, ATTN: DAPC-EPT, Alexandria, VA 22331 (AUTOVON: 221-8748).

(3) Ensure that waivers are completed where appropriate.

c. Erroneous or unfulfilled commitments discovered after initial assignment. When it appears to the member's unit commander, subsequent to that period prescribed in b above that the individual's enlistment commitment was either erroneous or cannot be fulfilled, he will submit all pertinent facts in the case to the Cdr, MILPERCEN (DAPC-EPA-R), Alexandria, VA 22331, for determination as to whether:

(1) The enlistment commitment was erroneous because the member did not meet the prerequisites for the option which must be determined prior to enlistment, or

(2) The enlistment commitment was appropriate when made but cannot be fulfilled.

d. When it is determined by the Cdr, MILPERCEN, that the enlistment was erroneous and/or cannot be fulfilled, separation may be requested by the member as follows:

(1) Nonprior service Regular Army personnel serving on their first enlistment may request immediate discharge.

(2) Regular Army personnel serving on a second or subsequent enlistment, having been discharged from a previous enlistment prior to the expiration of term of service for the purpose of reenlistment, may request separation to be effective when their active service in the cur-

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rent enlistment and last preceding enlistment equals the period stated in the last preceding enlistment contract/agreement.

e. Separation pursuant to d above constitutes a reduction of the term of enlistment by adjustment of the ETS date. (Items 7 and 57, DD Form 4 (Enlistment Contract/Agreement) will not be changed to reflect the lesser period of enlistment.) Such separation does not amount to the grant of an early separation and does not preclude the member from being granted early separation options which may be applicable to him.

f. If ar. enlistment is also erroneous under the provisions of paragraph 5-25 (failure to meet basic qualifications for enlistment or reenlistment, as distinct from failure to meet the prerequisites for the particular enlistment option), action will be taken first under the provisions of paragraph 5-25. If retention is authorized under that paragraph, action then will be taken under this paragraph, if appropriate.

#### Section IX. EARLY SEPARATION OF PERSONNEL DENIED REENLISTMENT UNDER QUALITATIVE MANAGEMENT PROGRAM

5-27. Early release. a. Members who perceive that they will be unable to overcome a HQDA bar to reenlistment will be allowed to be discharged immediately. Within 60 days from receipt of the HQDA bar to reenlistment (para 4-13, AR 600-200) from unit commanders, members may request immediate discharge. Discharge must be accomplished no later than 6 months from the date of request notwithstanding any existing service obligation which will not be fulfilled by such early release date. Approved requests for discharge will be irrevocable. Overseas tours may be curtailed to the

g. This paragraph is not applicable to—

(1) Members eligible for separation under the provisions of paragraph 5-8 (except erroneously enlisted aliens whose enlistment should be voided UP para 5-25d) 5-7, 5-25, or chapter 7 of this regulation, and paragraph 7-68, AR 600-200.

(2) Members who do not meet the medical fitness standards for retention (chap. 3, AR 40-501) and who are eligible for processing under AR 635-40.

h. Army members will be discharged unless they request transfer to the US Army Reserve, have completed 12 weeks of active duty, and have been awarded an MOS. Members discharged under this paragraph will not be held to a 6-year obligation.

i. Commanders specified in paragraph 1-32 are authorized to order the separation of personnel pursuant to the foregoing.

extent necessary to permit early separation under this section.

b. The member's request for early separation will include the following statement:

"I understand that I am being separated prior to my normal ETS for my own convenience. I understand that recoupment of unearned portions of Enlistment Bonus (EB/Selective Reenlistment Bonus/SRB) is required. I also understand that once separated I will not be permitted to reenlist at a later date."

5-28. Authority. Commanders specified in paragraph 1-32 are authorized to take final action on requests for separation under this section.

#### Section X. INVOLUNTARY SEPARATION

5-29. General. Enlisted personnel may be discharged or released from AD, as appropriate, prior to the expiration of their terms of service or periods for which ordered to AD (10 USC 1169).

budgetary or authorization limitations require a reduction in enlisted strength, such reduction may be accomplished by an official order issued pursuant to instructions of the CG, MILPER-CEN, applicable to an individual or to all members of a class of personnel specified in such an order.

5-30. Reduction in authorized strength. When

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St. Louis, MO 63132, requesting such determination.

(2) If it is determined that the enlistment/extension was erroneous, separation, when deemed appropriate, will be accomplished without referral of the case to the Commander, USAEEA. Separation is mandatory in those cases where it is determined that a recruiting official fraudulently enlisted/extended a member. See table 14-1, chapter 14.

(3) If it is determined that the enlistment/extension was erroneous, but retention is considered to be in the best interest of the service and the disqualification is waivable, retention may be directed. Waivers will be granted only in meritorious cases. The member's Personnel Qualification Record (DA Form 2-1) will be annotated and the original copy of the approved document will be processed in accordance with instructions in (4) below.

(4) If it is determined that the enlistment/extension was erroneous, but retention is considered to be in the best interest of the service and the disqualification is nonwaivable, forward the case, including the information in *c* above and the reasons for recommending retention, to the Commander, USAEEA, 9700 Page Boulevard, St. Louis, MO 63132. Approval of recommendations for retention of members subject to nonwaivable procurement disqualifications (UP of AR 601-210 and 601-250) will be granted only in exceptionally meritorious cases. Where recommendations for retention are not favorably considered by the Commander, USAEEA, separation will be directed. Where recommendations for retention are favorably considered, retention may be directed. In such cases the following statement will be entered in Item 27 of the member's Personnel Qualification Record (DA Form 2-1): "Discharge action based on erroneous enlistment is waived and retention authorized on (date)." The original copy of the approved document will be forwarded to the Commander, US Army Enlisted Records and Evaluation Center, Fort Benjamin Harrison, IN 46249, for inclusion in the member's official personnel record.

*c.* In all cases in which separation is directed, the authority (paragraph 3-25, AR 635-200) and the SPD in accordance with AR 635-5-1 will be included in orders directing the member to report to the activity designated to accomplish transfer processing. Except as provided in *d* and

*e* below. Army members will be discharged unless they request transfer to the US Army Reserve, have completed 12 weeks of active duty and have been awarded an MOS. Members discharged under this paragraph will not be held to a 6-year obligation.

*d.* If, prior to an enlistee's departure from an AFES, it is discovered that he was erroneously enlisted through administrative error or oversight, or if the enlistee reveals information which, if known, could have resulted in rejection for enlistment, the enlistment will be voided by the AFES commander. This will be accomplished by the issuance of an order (see AR 310-10) releasing the individual from military control and reflecting that the individual's enlistment is void because of erroneous enlistment and that his release from military control is being accomplished by reason of a void enlistment. Neither a discharge certificate nor DD Form 214 will be furnished. Distribution of the order will be as follows:

(1) One copy will be filed as a permanent document in his DA Form 201 (MIPRJ).

(2) One copy will be furnished the individual.

(3) One copy will be furnished Cdr, USA-REC, Fort Sheridan, IL 60037.

*e.* If the member is AWOL, in desertion, or absent in the hands of civil authorities upon discovery and establishment that his enlistment was erroneous, the enlistment may be voided by the commander specified in paragraph 1-32. The discharge authority will not issue a discharge certificate but will issue an order releasing the member from military control and a DD Form 214. The order will reflect that the member's enlistment is void because of erroneous enlistment and that his release from military control is being accomplished by reason of a void enlistment. A copy of the orders releasing the member from military control will be filed as a permanent document in his DA Form 201 (Military Personnel Records Jacket, US Army). Pay and allowances entitlements will be as prescribed in table 1-4-1, Department of Defense Military Pay and Allowances Entitlements Manual (DODPM). (See para 1-7b for instructions on ARNGUS and USAR personnel.) Distribution of DD Form 214 will be made in accordance with AR 635-5, except that copy numbers 1 and 3 will be placed in the MIPRJ when the whereabouts of the member is unknown. See AR 190-9, for action to cancel

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DA Form 3835 (Notice of Unauthorized Absence From the US Army).

f. If an enlistment is both erroneous under the provisions of this paragraph (i.e., failure to meet basic qualifications for enlistment or reenlistment) and the provisions of paragraph 5-26 also apply (i.e., a member did not meet the prerequisites for the enlistment option or the enlistment commitment made cannot be fulfilled), action will be taken first under the provisions of this paragraph to determine whether the member will be separated or retained in the Army based on his erroneous enlistment. If retention is authorized under this paragraph, action then will be taken under the provisions of paragraph 5-26.

★g. This section is not applicable to—

(1) Members who are eligible for separation under the provisions of paragraphs 5-5 (except erroneously enlisted aliens whose enlistment should be voided UP para 5-25d above), 5-7, or chapter 7 of this regulation, and paragraph 7-68, AR 600-200.

(2) Members who do not meet the medical fitness standards for retention (chap. 3, AR 40-301) and who are eligible for processing under AR 635-40.

5-26. Unfulfilled or erroneous enlistment commitments. a. Claims of unfulfilled enlistment commitments or erroneous enlistment commitments are processed in accordance with paragraph H-5, appendix H, AR 601-210 and section VII, chapter 1, AR 601-250, as applicable.

★b. Erroneous commitments discovered during processing and training. When an erroneous enlistment commitment is discovered while an individual is being processed at the reception station or undergoing basic or initial advanced individual training, the CONUS commander exercising general courts-martial jurisdiction may approve requests for discharge. Prior to approving the request for discharge, the following actions should be taken to resolve individual cases and to determine alternate options available:

(1) Maximum use of the United States Army Recruiting Command (USAREC) Liaison office is encouraged to obtain information about all options available for which an individual is qualified. Alternate options can then be determined and guaranteed to the individual.

(2) To obtain waivers of low mental test scores or to obtain assistance in coordinating an alternate option, contact the Cdr, MILPERCEN, ATTN: DAPC-EPT, Alexandria, VA 22331 (AUTOVON: 221-8748).

(3) Ensure that waivers are completed where appropriate.

c. Erroneous or unfulfilled commitments discovered after initial assignment. When it appears to the member's unit commander, subsequent to that period prescribed in b above that the individual's enlistment commitment was either erroneous or cannot be fulfilled, he will submit all pertinent facts in the case to the Cdr, MILPERCEN (DAPC-EPA-R), Alexandria, VA 22331, for determination as to whether:

(1) The enlistment commitment was erroneous because the member did not meet the prerequisites for the option which must be determined prior to enlistment, or

(2) The enlistment commitment was appropriate when made but cannot be fulfilled.

d. When it is determined by the Cdr, MILPERCEN, that the enlistment was erroneous and/or cannot be fulfilled, separation may be requested by the member as follows:

(1) Nonprior service Regular Army personnel serving on their first enlistment may request immediate discharge.

(2) Regular Army personnel serving on a second or subsequent enlistment, having been discharged from a previous enlistment prior to the expiration of term of service for the purpose of reenlistment, may request separation to be effective when their active service in the cur-

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rent enlistment and last preceding enlistment equals the period stated in the last preceding enlistment contract/agreement.

e. Separation pursuant to d above constitutes a reduction of the term of enlistment by adjustment of the ETS date. (Items 7 and 57, DD Form 4 (Enlistment Contract/Agreement) will not be changed to reflect the lesser period of enlistment.) Such separation does not amount to the grant of an early separation and does not preclude the member from being granted early separation options which may be applicable to him.

f. If an enlistment is also erroneous under the provisions of paragraph 5-25 (failure to meet basic qualifications for enlistment or reenlistment, as distinct from failure to meet the prerequisites for the particular enlistment option), action will be taken first under the provisions of paragraph 5-25. If retention is authorized under that paragraph, action then will be taken under this paragraph, if appropriate.

#### Section IX. EARLY SEPARATION OF PERSONNEL DENIED REENLISTMENT UNDER QUALITATIVE MANAGEMENT PROGRAM

5-27. Early release. a. Members who perceive that they will be unable to overcome a HQDA bar to reenlistment will be allowed to be discharged immediately. Within 60 days from receipt of the HQDA bar to reenlistment (para 4-13, AR 600-200) from unit commanders, members may request immediate discharge. Discharge must be accomplished no later than 6 months from the date of request notwithstanding any existing service obligation which will not be fulfilled by such early release date. Approved requests for discharge will be irrevocable. Oversea tours may be curtailed to the

g. This paragraph is not applicable to—

(1) Members eligible for separation under the provisions of paragraph 5-3 (except erroneously enlisted aliens whose enlistment should be voided UP para 5-25d) 5-7, 5-25, or chapter 7 of this regulation, and paragraph 7-68, AR 600-200.

(2) Members who do not meet the medical fitness standards for retention (chap. 3, AR 40-501) and who are eligible for processing under AR 635-40.

A. Army members will be discharged unless they request transfer to the US Army Reserve, have completed 12 weeks of active duty, and have been awarded an MOS. Members discharged under this paragraph will not be held to a 6-year obligation.

i. Commanders specified in paragraph 1-32 are authorized to order the separation of personnel pursuant to the foregoing.

extent necessary to permit early separation under this section.

b. The member's request for early separation will include the following statement:

"I understand that I am being separated prior to my normal ETS for my own convenience. I understand that recoupment of unearned portions of Enlistment Bonus (EB)/Selective Reenlistment Bonus (SRB) is required. I also understand that once separated I will not be permitted to reenlist at a later date."

5-28. Authority. Commanders specified in paragraph 1-32 are authorized to take final action on requests for separation under this section.

#### Section X. INVOLUNTARY SEPARATION

5-29. General. Enlisted personnel may be discharged or released from AD, as appropriate, prior to the expiration of their terms of service or periods for which ordered to AD (10 USC 1169).

5-30. Reduction in authorized strength. When

budgetary or authorization limitations require a reduction in enlisted strength, such reduction may be accomplished by an official order issued pursuant to instructions of the CG, MILPER-CEN, applicable to an individual or to all members of a class of personnel specified in such an order.

## AFFIDAVIT OF CHRISTINE DOLFI, R.N.

STATE OF OHIO)  
                   )SS:  
 CUYAHOGA COUNTY)

AFFIDAVIT

I, Christine Dolfi R.N., being first duly sworn, depose and say:

1. That I am a registered nurse licensed to practice said profession in the State of Ohio.

2. That I have read a Department of Army Publication dated July 9, 1976, styled CMP 91, Clinical Specialist, MOS 91C, and, the duties sections contained therein.

3. That certain duties contained in MOSC 91C10, including the preparation and administration of medications and provisions pertaining to the making of entries in medical records cannot be performed by unlicensed nurses.

SWORN TO BEFORE ME AND subscribed in my presence  
 this 4th day of June, 1982.

[Signature]  
 NOTARY PUBLIC